

Bid Package

FOR

**CITY OF ADAMS DRAINAGE IMPROVEMENTS
ADAMS, TN 37010
ROBERTSON COUNTY
Project No. KES C05622**

May 5th, 2023

PREPARED FOR

CITY OF ADAMS
7617 HIGHWAY 41 N,
ADAMS, TN.

Prepared By

KLOBER ENGINEERING SERVICES
3556 Tom Austin Hwy, Suite 1.
Springfield, Tennessee 37172
(615) 382-2000

TABLE OF CONTENTS

INVITATION TO BID

PURPOSE AND AUTHORITY

BID BOND FORM

PAYMENT BOND FORM

PERFORMANCE BOND FORM

AGREEMENT (CONTRACT)

DIVISION 1 - GENERAL AND SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS

INVITATION TO BID

CITY OF ADAMS DRAINAGE IMPROVEMENTS

The City of Adams will be accepting bids for the grading and drainage improvements in three locations within the city. The grading and drainage improvements shall be limited to the area between Hwy 41N (state route 11) and the CSX Transportation Railroad on South Adams St. and the area between Hwy 41NM (state route 11) and Winter Street on North Commerce St, as shown on the plans. Contracts shall list bids as three separate projects with an option to select any one or all.

Sealed bids will be received by the City of Adams until **3:00 pm, Central Standard Time, Thursday, July 13th 2023**, at their offices, 7617 Highway 41 N Adams, TN. Bids will be publicly opened and read aloud at the **city council meeting at 7:00 pm, Central Standard Time, Thursday, July 13th 2023**.

All bids shall be separated into three separate fees and include one lump sum fee for all three.

Area 1: Project Scope for the intersection of South Commerce St and US Hwy 41N: Demolition and removal of existing asphalt pavement; grading; Clearing existing drainage infrastructure; Installation of proper signs; All other tasks reasonably attributed to the completion of work shown in the plans.

Area 2: Project Scope for South Adams St: Asphalt pavement removal; Tree removal, 8" RCP Culvert removal; Grading; Asphalt pavement replacement; 15" RCP Culvert with headwall installation; 23"x14" Elliptical RCP Culvert with headwalls installation; All other tasks reasonably attributed to the completion of work shown in the plans.

Area 3: Project Scope for North Commerce Street and Maple Street; Installation of 12" RCP storm pipe Removal; Remove existing pavement ; Clearing and Grubbing where necessary; Tree removal: Water Meter Relocation; 15" RCP storm pipe and headwall installation; Grading; Waterline Relocation; Pavement Repair; Rip Rap installation; 30"x19" Elliptical RCP Culvert with headwalls installation; 24" RCP culvert installation. All other tasks reasonably attributed to the completion of work shown in the plans.

Construction Plans and Contract Documents may be inspected at Klobber Engineering Services, 3556 Tom Austin Highway, Suite 1, Springfield, TN. 615-382-2000. For further information you may contact Kyle Schneider of Klobber Engineering Services 615-382-2000, Ext 1005.

Bid Documents and Construction Plans may be procured at Klobber Engineering Services upon payment of the **non-refundable amount of \$100.00 for each complete set.**

The City of Adams reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

City of Adams, TN.

PURPOSE AND AUTHORITY

The purpose of this project is to provide drainage improvements to the city of Adams, TN, along N Commerce St. and South Adams St and the intersection of South Commerce St and US Hwy 41N. Area 1 will commence 250 feet north of the intersection of US Hwy 41N and N Commerce St and continue in the northeastward direction along N Commerce St for approximately 550 feet. Area 2, located on South Adams St, will commence at the Us Hwy 41N intersection and continue south until approximately 595 feet. Area 3 shall be all drainage improvements located at the intersection of US Hwy 41N and South Commerce St. All construction will conform to the standards and specifications of the City of Adams and the State of Tennessee.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and _____ as

surety, are hereby held and firmly bound unto _____

as Developer in the penal sum of _____ for payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, our

heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid, attached hereto and hereby

made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates the agrees that the obligations of said Surety and its bond shall by in no way impaired or affected by any extension of the time within which the Developer may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
(Principal)

(Surety)

SEAL

By: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Contractor,
(Corporation, Partnership, Individual or Joint Venture)

and

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

(Name of Developer)

(Address of Developer)

Hereinafter called DEVELOPER, in the penal sum of _____

_____ Dollars, \$(_____) in
Lawful money of the United States, for the payment of which sum well and true to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, this sum
being in the amount of one hundred percent (100%) of the contract amount.

THE CONDITION OF THIS OBLIGATION is such that whereas, the contractor has entered into
certain contract with the DEVELOPER, dated the _____ day of _____, 200____,
a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Contractor shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, repairs on machinery, and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the DEVELOPER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
(number)

Each one of which shall be deemed an original,

This the _____ day of _____, 20_____.

ATTEST:

(Contractor) Corporate Official

Contractor

(SEAL)

By: _____

Title: _____

Address: _____

Witness to Contractor

Address

ATTEST:

Witness to Surety		Surety
	By	
Address		Attorney-in-Fact
		Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must be authorized to transact business in the State of Tennessee.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Contractor,
(Corporation, Partnership, Individual or Joint Venture)

and

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

(Name of Developer)

(Address of Developer)

Hereinafter called DEVELOPER, in the penal sum of _____

_____ Dollars, \$(_____) in
Lawful money of the United States, for the payment of which sum well and true to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, this sum
being in the amount of one hundred percent (100%) of the contract amount.

THE CONDITION OF THIS OBLIGATION is such that whereas, the contractor has entered into
certain contract with the DEVELOPER, dated the _____ day of _____, 200____,
a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Contractor shall well, truly and faithfully perform its duties, all the undertakings, covenants, term conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the DEVELOPER, with or without notice to the Surety and during one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall full indemnify and save harmless the DEVELOPER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the DEVELOPER all outlay and expense which the DEVELOPER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the DEVELOPER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
(number)

Each one of which shall be deemed an original,

This the _____ day of _____, 20_____.

ATTEST:

(Contractor) Corporate Official

Contractor

(SEAL)

By:_____

Title:_____

Address:_____

Witness to Contractor

Address

ATTEST:

AGREEMENT (CONTRACT)

DEVELOPER:

City of Adams, TN
7617 Hwy 41 N,
Adams, TN.

CONTRACTOR:

PROJECT:

City of Adams Drainage Improvements
Adams, TN. 37010
Robertson County, Tennessee

ENGINEER:

Klober Engineering Services
3556 Tom Austin Hwy, Suite 1
Springfield, TN 37172

The Developer and the Contractor for the considerations named herein agree as set forth below:

1. Agreement Date:

2. Contract Sum:

For construction of City of Adams Drainage Improvements

\$ _____

3. Payment Schedule and Retainage:

Developer will pay Contractor completion payments, less 10% retention.

Payment shall be made as a lump sum less 10% retention at the completion and acceptance of each project area (Area 1, Area 2, Area 3). The contractor shall be paid for all work within the scope of each area. All work is to be completed on or before October 31st, 2023, regardless of the notice to proceed. All billing statements shall be submitted to the city on or before November 30th, 2023.

4. Documentation required for payment:

Application for Payment (detailed invoice for work completed under progress payment Schedule. Waiver of lien for the amount of payment due. Supporting documents from suppliers and subcontractors. Signed change orders (if applicable).

5. Completion Schedule: Start date: _____

Completion date: _____

Time is of the essence.

5a. Late Completion – The Developer will penalize the Contractor:

\$500 per calendar day.

6. Scope of Work:

- Drainage Improvements for area 1.
- Drainage Improvements for area 2.
- Drainage Improvements for area 3.

- 7. Licenses, permits, and bonds to be supplied and paid by the Contractor:**
Contractor to acquire and pay for permits and bonds related to the work to be performed. as described in the project specifications.
- 8. Warranty:**
Contractor's Labor and Material warranty, 1 year after drainage improvements are installed and accepted, they must be functioning and in good working order.
Manufacturer's warranty, where applicable.
- 9. Insurance Requirements:**
Certificate of Insurance naming the Developer as HOLDER.
Worker's Compensation and General Liability in amounts as stated in the project specifications.
Vehicle Coverage.
- 10. General Provisions:**
Contractor is to include all labor and approved materials, appliances, and services of every kind necessary for proper execution of work. Contractor shall re-execute any work that fails to conform to the requirements of the contract. Contractor will remove all of his construction debris from the site and leave premises in clean condition. All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to Contractor's act or neglect. Change Orders shall be in writing and signed by both parties to this Agreement.
- 11. Hold Harmless:**
To the fullest extent permitted by law, the Contractor shall indemnify Developer and Developer's agent(s) from and against claims, damages, losses, expenses, and fees arising out of or resulting from performance of the Contractor's or Subcontractor's Work.
- 12. Contract Documents include this Agreement and other as follows:**
Engineering drawings C1.01 thru C1.02, C2.01 thru C2.02, C3.01, and C4.01 all dated by revision on 1-24-2023.

13. General and Supplementary Conditions are included.

Contractor:

Developer:

By: _____

By: _____

Date: _____

Date: _____

Name & Title

Name & Title

Contractors Name

Developers Name

DIVISION 1

GENERAL AND SUPPLEMENTARY CONDITIONS

SUPPLEMENTAL CONDITIONS

ARTICLE 1: GENERAL PROVISIONS

- A. The term "product" as used in these Supplemental Conditions includes materials, systems and equipment.
- B. The term " or equal " as used in these Supplemental Conditions means " an equal approved by the Engineer.
- C. The term " provide " as used in these Supplemental Conditions means " furnish and install."
- D. Wherever technical standards, such as (but not limited to) ASTM or AWWA are referenced in the Project Manual, it shall mean the standards current on the date the Contract agreement is finalized, unless otherwise noted.

ARTICLE 2: LIQUIDATED DAMAGES

2.1 Contractor shall complete the construction of the drainage improvements according to the plans and specification, perform applicable tests, achieve acceptance from the Engineer and the City of Adams on or before the end of the 45th calendar day after the Notice to Proceed. If this milestone is not accomplished, the Contractor shall pay liquidated damages to the Developer in the amount specified in the Contract Agreement.

ARTICLE 3: CONTRACTOR'S RIGHT AND OBLIGATIONS

3.1 Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications and, where applicable, the name of the installing Subcontractor.

3.2 The Engineer will reply in writing to the Contractor stating whether the Developer or the Engineer, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Developer's Representative may state that action will be deferred until the Contractor provides further data. Failure of the Developer to reply will constitute notice of no reasonable objection. Failure to object to a manufacturer will not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must comply with such requirements.

3.3 After the Contract has been executed, the Developer will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specs.

3.4 By making requests for substitutions based on Clause 3.3 above , the Contractor:

- a. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the specified;
- b. Represents that he will provide the same warranty for the substitution that the Contractor would for that specified;
- c. Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes the Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects

ARTICLE 4: CONTRACT ADMINISTRATION / CLAIMS / DISPUTES

4.1 Any arbitration hearings necessary hereunder shall be conducted and held in Nashville, Tennessee.

ARTICLE 5: SUBCONTRACTORS

5.1 No work shall be commenced until approval of subcontractors has been given in writing by the Developer. If required, the Contractor shall furnish evidence satisfactory to the Developer, showing that any or all proposed subcontractors are competent to execute the various parts of the work covered by their subcontracts.

ARTICLE 6: CHANGE ORDERS

6.1 For all Change Orders, the allowance for overhead and profit combined, included in the total cost to the Developer, shall be based on the following schedule:

1. For Contractor or subcontractor performing work with their own forces, allowance shall be 10% overhead and 5% profit.
2. For Contractor, for Work performed by Contractor's Subcontractor, allowance shall be 5% profit on the amount due Subcontractor.
3. In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by accurate itemization of costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

ARTICLE 7: PAYMENTS AND COMPLETION

7.1 Until the work is substantially complete, the owner will retain 10% of the amount due the amount due the contractor on the project.

7.2 Releases of liens shall be furnished by the Contractor on AIA on Document G706A or a form approved by the Engineer. Sub contractors and materials suppliers lien releases may be provided by the contractor.

ARTICLE 8: INSURANCE AND BONDS

8.1 The Contractor shall purchase from and maintain in a company or companies licensed to do business in the State in which the project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or from the Contractor's operations under the Contract and for which the contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly employed by any of them or by anyone for whose acts any of them may be liable.

8.2 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- Premises-Operations (including X-C-U)
- Independent Contractors, Protective
- Products and Completed Operations
- Personal Injury Liability
- Contractual - including any specified provision for the Contractor's obligations
- Owned, non-owned, and hired motor vehicles
- Broad Form Property Damage including Completed Operations
- Umbrella excess Liability

8.3 The insurance required by this subparagraph shall be written for not less than the following, or greater if required by law:

1. Worker's Compensation:
 - a. State: Statutory Limit
 - b. Applicable Federal: Statutory Limit
 - c. Employer's Liability: \$100,000, without restriction as to whether covered by workmen's compensation law.
2. Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- a. Bodily Injury
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual aggregate
 - b. Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - c. Maintain products and completed Operations Insurance for period of one year after final payment.
 - d. Property Damage Liability Insurance will include X, C and U (explosion, collapse and underground) coverage.
3. Contractual Liability (Hold Harmless Coverage):
- a. Bodily Injury:
 - \$1,000,000, Each Occurrence
 - b. Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
4. Personal Injury:
- a. \$1,000,000 Annual Aggregate
5. Comprehensive Automobile Liability (owned, hired):
- a. Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence
 - b. Property Damage:
 - \$1,000,000 Each Occurrence
6. Excess Limits Liability Policy (Umbrella):
- a. \$2,000,000

8.4 Each policy shall provide either in the body of the policy or by appropriate endorsement (rider) to the policy, that such policy cannot be altered or canceled

in less than ten days after the mailing of written registered notice to the Developer of such alteration or cancellation, or not less than five days after actual receipt by the Developer of such written notice.

8.5 Furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by 11.1, 11.2, 11.3. The form of the certificate shall be AIA Document G705 or a form approved by the Developer's representative. Furnish to the Developer copies of endorsements that are subsequently issued amending coverage or limits.

8.6 The form of policy for these coverages shall be completed value.

8.7 If the Developer is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

8.8 The bonding company shall furnish a letter to the Developer from the home office acknowledging the bond (s). Separate bonds are preferred; however, a single bond providing the stated coverage will be acceptable.